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RECORDATION NO. 6284-A Filed & RecordedRECORDATION NO. 5833-A Filed & Recorded

SEP 25 1978 -12 45 PM

SEP 25 1978 12 45 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

8-2691025

September 22, 1978

RECORDATION NO. 6133-A Filed & Recorded

SEP 25 1978 12 45 PM

INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 25 1978 -12 45 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

Under various dates, there were filed and recorded with the Interstate Commerce Commission certain Norfolk and Western Railway Equipment Trust Agreements or General Electric Company Conditional Sale Agreements with the First Pennsylvania Bank N.A., as trustee or agent, as follows:

<u>Financing</u>	<u>Filed & Recorded</u>	<u>Recordation No.</u>
NW Equipment Trust Agreement, Series No. 6, dated 12/1/77	12/15/77	9120
NW Equipment Trust Agreement, Series S, dated 9/1/71	8/16/71	6284
Agreement September 1, 1970, with General Electric Company	9/10/70	5822
Agreement April 1, 1971, with General Electric Company	4/26/71	6133

In accordance with Section 20c of the Interstate Commerce Act and Part 57 of the Commission's rules, there are being forwarded to you herewith, for recordation, four sets of documents, each consisting of four original counterparts numbered 1, 2, 3 and 4, respectively, of Supplemental Agreements, all dated as of October 1, 1978, between the First Pennsylvania Bank N.A. and Norfolk and Western Railway Company.

There is also enclosed a voucher payable to the order of the Interstate Commerce Commission for \$40.00 covering the recordation fee for these four supplements at \$10.00 each.

The names and addresses of the parties to the supplements are as follows:

Bank: First Pennsylvania Bank N.A.
15th and Chestnut Streets
Philadelphia, Pa. 19101

Railroad: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

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Page 2

Mr. H. G. Homme, Jr.

September 22, 1978

The following is a general description of the equipment to be subjected to the respective Norfolk and Western Railway Company Equipment Trusts or Conditional Sale Agreements by these supplements, dated as of October 1, 1978:

<u>Financing</u>	No. of 60' High Roof Box Cars <u>Assigned</u>	<u>Nos.</u>
NW Equipment Trust, Series No. 6	4	604500-604503
NW Equipment Trust, Series S	4	604504-604507
Agreement Sept. 1, 1970, with General Electric Co.	12	604508-604519
Agreement Apr. 1, 1971, with General Electric Co.	<u>3</u>	604520-604522
Total	23	

After the enclosed supplements have been duly recorded, please return the original counterparts numbered 1 and 2, bearing the recordation data, to the undersigned at Roanoke, Virginia.

Yours very truly,

J. T. Valleroy

J. T. Valleroy
Assistant Treasurer

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

9/25/78

OFFICE OF THE SECRETARY

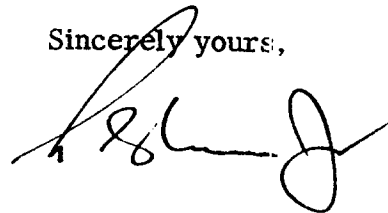
**J.T. Valleroy
Assistant Treasurer
Norfolk And Western Railway Co.
Roanoke, Virginia 24042**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **9/25/78** at **12:45pm**,
and assigned recordation number(s) **5822-A.6133-A, 6284-A & 9120-B**

Sincerely yours,



**H.G. Homme, Jr.,
Acting Secretary**

Enclosure(s)

**SE-30-T
(2/78)**

ORIGINAL COUNTERPART

NO. 1

SUPPLEMENTAL AGREEMENT

6433-A
SEP 25 1978 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

Dated as of October 1, 1978

Supplementing

CONDITIONAL SALE AGREEMENT

Dated as of April 1, 1971

Between

GENERAL ELECTRIC COMPANY

and

NORFOLK AND WESTERN RAILWAY COMPANY

for use, lost or destroyed ("Casualty Equipment") may be replaced by the Railroad, at its own cost and expense, with standard-gauge railroad equipment (other than work or passenger equipment) of equal value, which shall have been first put into operation after the date of the Conditional Sale Agreement ("Replacement Equipment").

The Railroad has heretofore certified to the Agent that certain units of the Equipment have become Casualty Equipment, and the Railroad and the Agent wish to supplement the Conditional Sale Agreement by including thereunder the new standard-gauge railroad equipment described on the attached Exhibit A, which will be delivered to the Railroad and first put into service during the year of 1978 at the Railroad's sole cost and expense in accordance with provisions of the Conditional Sale Agreement requiring the Railroad to replace Casualty Equipment.

* * * * *

NOW, THEREFORE, in consideration of the foregoing, the Railroad and the Agent agree as follows:

Section 1: Schedule B to the Conditional Sale Agreement is hereby amended to include therein the units of Replacement Equipment described on Exhibit A hereto.

Section 2: The Railroad shall cause this Supplemental Agreement to be filed and recorded in the same manner as the Conditional Sale Agreement.

Section 3: The provisions of this Supplemental Agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Virginia; provided, however, that the Company and the Agent shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and any additional rights arising out of the filing, recording or deposit of this Supplemental Agreement.

Section 4: In accordance with Article 6 of the Conditional Sale Agreement, the Agent hereby designates the following legend as the appropriate words to be plainly, distinctly, permanently and conspicuously marked in stencil on each side of each unit of the Replacement Equipment described on Exhibit A hereto in letters not less than one inch in height:

OWNED BY A BANK OR TRUST COMPANY UNDER A
SECURITY AGREEMENT FILED UNDER INTERSTATE
COMMERCE ACT, SECTION 20c.

Section 5: Except as herein provided, the units of Replacement Equipment described on Exhibit A hereto shall be subject to all of the terms and conditions set forth in the Conditional Sale Agreement as fully as if said terms and

conditions were set forth in this Supplemental Agreement, and the Conditional Sale Agreement shall be deemed to be supplemented so as to include the units of Replacement Equipment described on Exhibit A hereto from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Conditional Sale Agreement shall continue in full force and effect.

Section 6: This Supplemental Agreement, which is dated for convenience as of October 1, 1978, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Railroad and the Agent have caused this instrument to be signed by their proper officers and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

ATTEST:

DE Middleton
Secretary

By

W. K. [Signature]
Vice President - Finance

FIRST PENNSYLVANIA BANK N.A., as Agent

ATTEST:

[Signature]
Assistant Secretary

By

W. [Signature]
Vice President

EXHIBIT A

<u>Type</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Railroad's Road Numbers (both inclusive)</u>
60' High Roof Boxcars	Berwick Forge and Fabricating Corporation	3	604520-604522

<u>Estimated Unit Base Price</u>	<u>Estimated Total Base Price</u>	<u>Delivery</u>
\$54,500	\$163,500	At Roanoke, Virginia in 1978

Interstate Commerce Commission

Washington, D.C. 20423

9/25/78

OFFICE OF THE SECRETARY

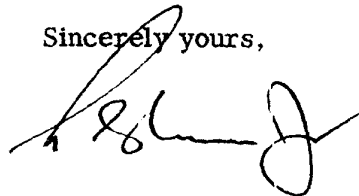
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Assistant Treasurer
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**H.G. Homme, Jr.,
Acting Secretary**

Enclosure(s)

**SE-30-T
(2/78)**